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7 **UNITED STATES DISTRICT COURT**
8 **WESTERN DISTRICT OF WASHINGTON**
9 **AT SEATTLE**

10 MICROSOFT CORPORATION, a
11 Washington corporation,

12 Plaintiff,

13 v.

14 JOHN DOES 1-10 using IP address
15 73.21.204.220,

16 Defendants.

17 No. 2:17-cv-01911

18 **COMPLAINT FOR DAMAGES**
19 **AND EQUITABLE RELIEF**

20 Plaintiff Microsoft Corporation (“Microsoft”) files this Complaint against Defendants
21 John Does 1-10 using IP address 73.21.204.220 (“Defendants”), alleging as follows:

22 **I. INTRODUCTION**

23 1. This is an action for infringement of certain copyrights and trademarks that arises
24 from the unauthorized copying of Microsoft’s copyrighted software and the trademarks
25 displayed in such software.

26 **II. PARTIES**

27 2. Microsoft is a Washington corporation with its principal place of business in
Redmond, Washington. Microsoft develops, markets, distributes, and licenses computer
software, among other products and services.

28 3. The true identities of Defendants are not presently known to Microsoft. On
information and belief, Defendants are in possession or control of the Internet Protocol (“IP”)

1 address 73.21.204.220 (“the subject IP Address”) and have used it to further the unlawful
 2 conduct alleged herein.

3 III. JURISDICTION & VENUE

4 4. The Court has subject matter jurisdiction over Microsoft’s claims for copyright
 5 and trademark infringement pursuant to 15 U.S.C. § 1121, 17 U.S.C. § 501, and 28 U.S.C.
 6 §§ 1331 and 1338(a).

7 5. The Court has personal jurisdiction over Defendants because they purposefully
 8 directed their unlawful activities at Washington, and Microsoft’s claims arise from those
 9 activities. Defendants activated and attempted to activate thousands of copies of Microsoft
 10 software, much of which was pirated and unlicensed. During the software activation process,
 11 Defendants contacted Microsoft activation servers in Washington over 2800 times from
 12 December 2014 to July 2017, and transmitted detailed information to those servers in order to
 13 activate the software. Defendants’ contact with Microsoft’s activation servers was voluntary,
 14 intentional and comprised a routine part of Defendants’ installation of software. In addition,
 15 Defendants expressly aimed their conduct at Washington because they (1) had actual or
 16 constructive knowledge of Microsoft’s intellectual property rights (including Microsoft’s
 17 registered copyrights and trademarks) and Microsoft’s residence in Washington where it
 18 controls its exclusive rights in its trademarks and copyrights; (2) acted, at a minimum, with
 19 willful blindness to, or in reckless disregard of, Microsoft’s rights, and in reckless disregard of
 20 the likelihood that it was infringing Microsoft’s copyrights; and (3) knew or should have known
 21 that their conduct would cause harm to Microsoft in Washington because it is foreseeable that
 22 infringement of Microsoft’s rights would cause harm likely to be suffered in Washington, the
 23 state of its residence, incorporation, and headquarters. *See Wash. Shoe Co. v. A-Z Sporting*
 24 *Goods, Inc.*, 704 F.3d 668 (9th Cir. 2012).

25 6. Venue is proper in this Court pursuant to 28 U.S.C. § 1400(a) because
 26 Defendants are subject to personal jurisdiction in the Western District of Washington. *See*
 27 *Brayton Purcell LLP v. Recordon & Recordon*, 606 F.3d 1124 (9th Cir. 2010). Venue is also

proper in this district pursuant to 28 U.S.C. 1331(b) because a substantial part of the events giving rise to the claims occurred in the Western District of Washington.

7. Pursuant to Local Civil Rule 3(d), intra-district assignment to the Seattle Division is proper because the claims arose in this Division, where (a) Microsoft resides, (b) the injuries giving rise to suit occurred, and (c) Defendants directed their unlawful conduct.

IV. FACTS COMMON TO ALL CLAIMS

A. The Global Problem of Software Piracy

8. Software developers lose billions of dollars in annual revenue from software piracy, namely, the unauthorized and unlawful copying, downloading, and distributing of copyrighted and trademarked software and related components. In 2015, the commercial value of pirated software in the United States exceeded \$10 billion.

9. One prominent form of software piracy is known as “hard-disk loading,” the unauthorized commercial copying and installation of infringing software on devices which are sold in competition with, and typically for lower prices than, devices pre-installed with legally licensed copies of software.

10. Software developers, like Microsoft, are not the only victims of software piracy. Consumers are also victims, as they are often deceived by distributors of pirated software who go to great lengths to make the software appear genuine. These customers may unwittingly expose themselves to security risks associated with the use of pirated software. *See* Federal Bureau of Investigation, *Consumer Alert: Pirated Software May Contain Malware*, Aug. 1, 2013, at <https://www.fbi.gov/news/stories/pirated-software-may-contain-malware1> (noting the relatively greater risk that pirated software is infected with malicious software, or “malware,” which can be used to record keystrokes and thus capture sensitive information such as user names, passwords, and Social Security numbers).

B. Microsoft’s Software and Intellectual Property

11. Microsoft develops, advertises, markets, distributes, and licenses a number of computer software programs. Microsoft’s software programs are recorded on distributable

1 media, such as DVDs, or are made available for download through various authorized
2 distribution channels.

3 12. **Windows 7:** Microsoft has developed, advertises, markets, distributes, and
4 licenses a computer operating system called Microsoft Windows 7 (“Windows 7”). Windows 7
5 is available in a number of different versions including Windows 7 Ultimate, Windows 7
6 Professional, Windows 7 Home Premium, and Windows 7 Enterprise. Microsoft holds a valid
7 copyright in Windows 7 Ultimate, the most expansive version of Windows 7. As a result,
8 Microsoft’s copyright in Windows 7 Ultimate encompasses all other versions of Windows 7.
9 Microsoft’s copyright in Windows 7 Ultimate was duly and properly registered with the United
10 States Copyright Office. A true and correct copy of the Registration Certificate for Microsoft
11 Windows 7 Ultimate, bearing the number TX 7-009-361, is attached as Exhibit 1.

12 13. **Windows 8.1:** Microsoft has developed, advertises, markets, distributes, and
13 licenses a computer operating system called Microsoft Windows 8.1 (“Windows 8.1”).
14 Windows 8.1 is available in a number of different versions, each of which includes certain
15 combinations of products, programs, and features. Versions of Windows 8.1 include Windows
16 8.1, Windows 8.1 Professional, and Windows 8.1 Enterprise. Microsoft holds a valid copyright
17 in Windows 8.1 Professional, the most expansive version of Windows 8.1. As a result,
18 Microsoft’s copyright in Windows 8.1 Professional encompasses all other versions of Windows
19 8.1. Microsoft’s copyright in Windows 8.1 Professional was duly and properly registered with
20 the United States Copyright Office. A true and correct copy of the Registration Certificate for
21 Microsoft Windows 8.1 Professional, bearing the number TX 7-740-672, is attached as Exhibit
22 2.

23 14. **Windows 10:** Microsoft has developed, advertises, markets, distributes, and
24 licenses a computer operating system called Microsoft Windows 10 (“Windows 10”). Windows
25 10 is available in a number of different versions, each of which includes certain combinations of
26 products, programs, and features. Versions of Windows 10 include Windows 10 and Windows
27 10 Professional. Microsoft holds a valid copyright in Windows 10 Professional, the most

1 expansive version of Windows 10. As a result, Microsoft's copyright in Windows 10
 2 Professional encompasses all other versions of Windows 10. Microsoft's copyright in Windows
 3 10 Professional was duly and properly registered with the United States Copyright Office. A
 4 true and correct copy of the Registration Certificate for Microsoft Windows 10 Professional,
 5 bearing the number TX 8-058-526, is attached as Exhibit 3.

6 **15. Office 2010:** Microsoft has developed, advertises, markets, distributes, and
 7 licenses a suite of productivity software for business, home, and educational use called
 8 Microsoft Office 2010 (“Office 2010”). Office 2010 is available in a number of different
 9 versions, each of which includes certain combinations of products, programs, and features.
 10 Versions of Office 2010 include Office 2010 Professional, Office 2010 Professional Plus, Office
 11 2010 Home and Business, and Office 2010 Home and Student. Microsoft holds a valid copyright
 12 in Office 2010 Professional Plus, the most expansive version of Office 2010. As a result,
 13 Microsoft's copyright in Office 2010 Professional Plus encompasses all other versions of Office
 14 2010. Microsoft's copyright in Office 2010 Professional Plus was duly and properly registered
 15 with the United States Copyright Office. A true and correct copy of the Registration Certificate
 16 for Office 2010 Professional Plus, bearing the number TX 7-151-840, is attached as Exhibit 4.

17 **16.** Microsoft has also duly and properly registered a number of trademarks and
 18 service marks in the United States Patent and Trademark Office on the Principal Register,
 19 including without limitation:

- 20 a) “MICROSOFT,” Trademark and Service Mark Registration No. 1,200,236, for
 computer programs and computer programming services;
- 21 b) “MICROSOFT (STYLIZED) AND DESIGN, Trademark and Service Mark
 Registration No. 4,552,363, for computer programs and manuals;
- 22 c) “MICROSOFT DESIGN (COLOR),” Trademark and Service Mark Registration
 No. 4,560,827, for computer programs and manuals;
- 23 d) “WINDOWS,” Trademark Registration No. 1,872,264, for computer programs
 and manuals sold as a unit;

- 1 e) "FLAG DESIGN TWO (B/W)," Trademark Registration No. 2,738,877, for
- 2 computer software;
- 3 f) "FLAG DESIGN TWO (COLOR)," Trademark Registration No. 2,744,843, for
- 4 computer software;
- 5 g) "FLAG DESIGN 2012," Trademark Registration No. 4,400,958, for computer
- 6 software;
- 7 h) "WINDOWS 8 PACKAGING," Trademark Registration No. 4,476,005, for
- 8 computer operating system software;
- 9 i) "WINDOWS STORE TILE," Trademark Registration No. 4,552,497, for
- 10 operating system software;
- 11 j) "VIDEO TILE," Trademark Registration No. 4,412,218, for computer software
- 12 for downloading and viewing video content;
- 13 k) "SPORTS TILE," Trademark Registration No. 4,426,632, for computer software
- 14 for viewing information and content about sports;
- 15 l) "MAPS TILE," Trademark Registration No. 4,415,985, for computer software
- 16 for mapping and directions;
- 17 m) "GAMES TILE," Trademark Registration No. 4,444,995, for computer software
- 18 enabling access to online games;
- 19 n) "CHARM BAR," Trademark Registration No. 4,489,348, for computer software
- 20 operating system;
- 21 o) "CAMERA TILE," Trademark Registration No. 4,415,986, for computer
- 22 software for accessing and managing camera functions;
- 23 p) "MUSIC TILE," Trademark Registration No. 4,426,630, for computer software
- 24 for downloading and listening to music and other audio content;
- 25 q) "MESSAGING TILE," Trademark Registration No. 4,426,631, for computer
- 26 software for text and multimedia messaging;

- 1 r) "SPORTS TILE," Trademark Registration No. 4,426,632, for computer software
2 for viewing information and content about sports;
- 3 s) "MICROSOFT OFFICE," Trademark Registration No. 3,625,391, for computer
4 productivity software;
- 5 t) "OFFICE 2010 DESIGN," Trademark Registration No. 4,029,299, for computer
6 productivity software;
- 7 u) "ACCESS," Trademark Registration No. 3,238,869, for computer database
8 management software;
- 9 v) "ACCESS LAUNCH ICON (2010)," Trademark Registration No. 3,905,556, for
10 computer database management software;
- 11 w) "EXCEL," Trademark Registration No. 2,942,050, for computer spreadsheet
12 software;
- 13 x) "EXCEL LAUNCH ICON 2010," Trademark Registration No. 3,905,558, for
14 computer spreadsheet software;
- 15 y) "OUTLOOK," Trademark Registration No. 2,188,125, for computer programs
16 for providing enhanced electronic mail and scheduling capabilities;
- 17 z) "OUTLOOK LAUNCH ICON 2010," Trademark Registration No. 3,905,560, for
18 computer programs for providing enhanced electronic mail and scheduling
19 capabilities;
- 20 aa) "PUBLISHER LAUNCH ICON," Trademark Registration No. 3,909,142, for
21 desktop publishing software;
- 22 bb) "ONENOTE," Trademark Registration No. 2,844,710, for computer software for
23 use in note taking;
- 24 cc) "ONENOTE LAUNCH ICON 2010," Trademark Registration No 3,905,559, for
25 computer software for use in note taking;
- 26 dd) "POWERPOINT," Trademark Registration No. 1,475,795, for computer software
27 programs for creating presentations, graphics and videos;

1 ee) "POWERPOINT LAUNCH ICON 2010," Trademark Registration No. 3,905,561,
2 for computer software programs for creating presentations, graphics and videos;
3 and
4 ff) "WORD LAUNCH ICON 2010," Trademark Registration No. 3,909,143, for
5 word processing software.

6 True and correct copies of the Trademark Registrations for (a) through (ff) above are
7 attached as Exhibits 5 through 36, respectively.

8 **C. Microsoft's Distribution Channels for Softwa**

9 17. Microsoft distributes its software through a number of distribution channels,
10 including the Original Equipment Manufacturer (OEM), volume licensing, subscriptions, and
11 refurbisher channels.

12 18. The Original Equipment Manufacturer ("OEM") distribution channel is one
13 through which Microsoft software is distributed to computer and device manufacturers called
14 OEMs. OEMs customarily pre-install software on the devices they build including, most
15 commonly, the Microsoft Windows operating system.

16 19. The OEM distribution channel involves sub-channels that supply Microsoft
17 software to different categories of OEMs. Two of these sub-channels are the Commercial OEM
18 channel and the Direct OEM channel.

19 20. Through the Commercial OEM ("COEM") channel, Microsoft authorized
20 distributors supply what is called "system builder" software to small and medium-sized OEMs
21 for pre-installation on devices.

22 21. Through the Direct OEM ("DOEM") channel, Microsoft directly provides
23 software to large computer manufacturers, such as Dell and Lenovo, for pre-installation on
24 devices. The DOEMs acquire some components associated with the Microsoft software from
25 Microsoft Authorized Replicators ("ARs").

26 22. In addition to the OEM channel, Microsoft offers a number of subscription
27 programs through which it provides software to qualified subscribers. One example of a

1 subscription program is the Microsoft Developer Network (“MSDN”), which is for individuals
 2 and entities that develop third-party software compatible with Microsoft software. MSDN
 3 subscribers are able to download certain Microsoft software directly from Microsoft.

4 23. Microsoft also offers Volume Licensing (“VL”) programs for its business
 5 customers. Through the VL program, customers purchase licenses for their software and can
 6 add, remove, and upgrade their software as their business needs evolve.

7 **D. Product Activation**

8 24. Like many other software developers, Microsoft has implemented a wide-range
 9 of initiatives to protect its customers and combat theft and infringement of its intellectual
 10 property. One important element of Microsoft’s anti-piracy technology is product activation
 11 which involves the activation of software through product activation keys.

12 25. A Microsoft product activation key is a 25-character alphanumeric string
 13 generated by Microsoft and provided to customers and OEMs. When customers and OEMs
 14 install Microsoft software on a device, they are required to enter a product activation key. As
 15 part of the activation process, customers and, in some cases, OEMs voluntarily contact
 16 Microsoft’s activation servers over the Internet and transmit their product keys and other
 17 technical information about their device to the activation servers. The majority of the
 18 activations involved in this matter contacted servers located in Washington.

19 26. The activation process is analogous to the activation of credit cards or mobile
 20 phones with a code provided by the financial institution or the mobile carrier. Because
 21 Microsoft’s copyrighted software is capable of being installed on an unlimited number of
 22 computers, Microsoft relies on the product activation process to detect piracy and protect
 23 consumers from the risks of non-genuine software.

24 27. In the OEM channel, each copy of genuine Microsoft Office 2010, Windows 10,
 25 Windows 8.1, and Windows 7 software is distributed with a product key unique to that copy of
 26 the software—thus, for example, if a customer purchases ten copies of Windows 7, the customer
 27 is supplied with ten unique product keys. For Microsoft’s subscription and VL programs,

1 customers are normally supplied a single product key for each version of Microsoft software
 2 they license. For example, subscription and volume licensing customers receive one reusable
 3 product key for all Office 2010 licenses authorized under their agreements to install and activate
 4 all copies.

5 28. Product activation works differently in the COEM and DOEM channels. COEMs
 6 use individual product keys to install and, in some cases, activate the software on the devices.
 7 DOEMs, on the other hand, either use a master key or a separate file generated from Microsoft
 8 to install Windows software on each device.

9 **E. Microsoft's Use of Cyberforensics to Combat Piracy**

10 29. In order to combat the global threat of software piracy of its software, Microsoft
 11 relies on state-of-the-art technology to detect software piracy called "cyberforensics."

12 30. Through cyberforensics, Microsoft analyzes activation data voluntarily provided
 13 by users when they activate Microsoft software, including the IP address from which a given
 14 product is activated. An IP address is a numerical identifier used to uniquely identify an
 15 internet-capable device when the device is connected to the Internet. An IP address is ordinarily
 16 assigned to an internet user (whether an individual or an entity) by the user's Internet Service
 17 Provider ("ISP").

18 31. Entities charged with managing and administering internet numbering resources,
 19 including IP addresses, publish information about IP address assignment and registration in
 20 publicly-searchable databases. Akin to an IP address "phone book," these databases can be used
 21 to associate each IP address with the individual or entity assigned to use that address. In some
 22 cases, the listed individual or entity is actually using the IP address; in other cases, the listed
 23 individual or entity is an ISP who has assigned the IP address to one of its customers. Thus, in
 24 some instances, the identity of the individual or entity associated with a particular IP address is
 25 publicly available; in other instances, the identity of the individual or entity can only be obtained
 26 from the ISP assigned to that IP address.

1 32. Cyberforensics allows Microsoft to analyze billions of activations of Microsoft
2 software and identify activation patterns and characteristics that make it more likely than not
3 that the IP address associated with the activations is an address through which pirated software
4 is being activated.

5 **F. Defendants' Infringing Conduct**

6 33. Microsoft's cyberforensics have identified that beginning in approximately
7 December 2014 and continuing until at least July 2017, Defendants activated or attempted to
8 activate over one thousand copies of unlicensed and pirated Microsoft Windows 10, Windows
9 8.1, Windows 7 and Office 2010 software from the subject IP Address with product keys that
10 were:

- 11 a. used more times than authorized by the applicable software license; or
- 12 b. used to activate software outside of the region for which they were intended.

13 34. On information and belief, each of these activations and attempted activations
14 constitutes the unauthorized copying of Microsoft software, in violation of Microsoft's software
15 licenses and its intellectual property rights.

16 35. On information and belief, Defendants have been and continue to be involved in
17 installing counterfeit and infringing copies of Microsoft's software and/or related components.

18 36. On information and belief, Defendants have committed and continue to commit
19 acts of copyright and trademark infringement against Microsoft. On information and belief, at a
20 minimum, Defendants acted with willful blindness to, or in reckless disregard of, Microsoft's
21 registered copyrights, trademarks, and service mark.

22 **V. CAUSES OF ACTION**

23 **First Claim**

24 **Copyright Infringement - 17 U.S.C. § 501 *et seq.***

25 37. Microsoft specifically realleges and incorporates by reference each and every
26 allegation contained in the Complaint as though fully set forth in this Claim.
27

38. Microsoft is the sole owner of Microsoft Office 2010, Windows 10, Windows 8.1, and Windows 7, and of the corresponding copyrights and Certificates of Registration with the registration numbers listed above.

39. Defendants have infringed Microsoft's copyrights by reproducing Microsoft software in the United States of America without approval or authorization from Microsoft.

40. At a minimum, Defendants acted with willful blindness to, or in reckless disregard of, Microsoft's registered copyrights.

41. As a result of Defendants' wrongful conduct, Microsoft is entitled to recover its actual damages and Defendants' profits attributable to the infringement. Alternatively, Microsoft is entitled to statutory damages under 17 U.S.C. § 504(c).

42. The award of statutory damages should be enhanced in accordance with 17 U.S.C. § 504(c)(2).

43. Microsoft is further entitled to injunctive relief and an order impounding all infringing materials. Microsoft has no adequate remedy at law for Defendants' wrongful conduct because, among other things: (a) Microsoft's copyrights are unique and valuable property which have no readily determinable market value; (b) Defendants' infringement harms Microsoft such that Microsoft could not be made whole by any monetary award; and (c) Defendants' wrongful conduct, and the resulting damage to Microsoft, is continuing.

Second Claim

44. Microsoft specifically realleges and incorporates by reference each and every allegation contained in the Complaint as though fully set forth in this Claim

45. Defendants' activities constitute infringement of Microsoft's federally registered trademarks and service mark with the registration numbers listed above.

46. Microsoft advertises, markets, distributes, and licenses its software and related components under the trademarks and service mark described above and uses these trademarks

1 and service mark to distinguish Microsoft's products from the software and related items of
 2 others in the same or related fields.

3 47. Because of Microsoft's long, continuous, and exclusive use of these trademarks
 4 and service marks, they have come to mean, and are understood by customers, end users, and the
 5 public to signify, software programs and related components or services of Microsoft.

6 48. The infringing materials that Defendants have and are continuing to install are
 7 likely to cause confusion, mistake, or deception as to their source, origin, or authenticity.

8 49. Further, Defendants' activities are likely to lead the public to conclude,
 9 incorrectly, that the infringing materials that Defendants are installing originate with or are
 10 authorized by Microsoft, thereby harming Microsoft, its licensees, and the public.

11 50. At a minimum, Defendants acted with willful blindness to, or in reckless
 12 disregard of, Microsoft's registered marks.

13 51. As a result of Defendants' wrongful conduct, Microsoft is entitled to recover its
 14 actual damages, Defendants' profits attributable to the infringement, and treble damages and
 15 attorney fees pursuant to 15 U.S.C. § 1117 (a) and (b). Alternatively, Microsoft is entitled to
 16 statutory damages under 15 U.S.C. § 1117(c).

17 52. Microsoft is further entitled to injunctive relief and an order compelling the
 18 impounding of all infringing materials. Microsoft has no adequate remedy at law for
 19 Defendants' wrongful conduct because, among other things: (a) Microsoft's trademarks and
 20 service mark are unique and valuable property that have no readily determinable market value;
 21 (b) Defendants' infringement constitutes harm to Microsoft's reputation and goodwill such that
 22 Microsoft could not be made whole by any monetary award; (c) if Defendants' wrongful
 23 conduct is allowed to continue, the public is likely to become further confused, mistaken, or
 24 deceived as to the source, origin or authenticity of the infringing materials; and (d) Defendants'
 25 wrongful conduct, and the resulting harm to Microsoft, is continuing.

VI. PRAYER FOR RELIEF

WHEREFORE, Microsoft respectfully prays for the following relief:

A. That the Court enter judgment in Microsoft's favor on all claims;
B. That the Court restrain and enjoin Defendants, their directors, principals, officers, agents, representatives, employees, attorneys, successors and assigns, and all others in active concert or participation with it, from:

(i) copying or making any other infringing use or infringing distribution of Microsoft's software and other intellectual property including but not limited to the software identified by the trademark, service mark, and copyright registration numbers listed above;

(ii) manufacturing, assembling, producing, distributing, offering for distribution, circulating, selling, offering for sale, advertising, importing, promoting, or displaying any Microsoft software or other intellectual property bearing any simulation, reproduction, counterfeit, copy, or colorable imitation of any of Microsoft's registered trademarks, service mark, or copyrights, including, but not limited to, the trademark, service mark, and copyright registration numbers listed above;

(iii) using any simulation, reproduction, counterfeit, copy, or colorable imitation of Microsoft's registered trademarks, service mark, or copyright including, but not limited to the Trademark, Service Mark, and Copyright Registration Numbers listed above, in connection with the manufacture, assembly, production, distribution, offering for distribution, circulation, sale, offering for sale, import, advertisement, promotion, or display of any software, component, and/or other item not authorized or licensed by Microsoft;

(iv) engaging in any other activity constituting an infringement of any of Microsoft's trademarks, service mark and/or copyrights, or of Microsoft's rights in, or right to use or to exploit, these trademarks, service mark, and/or copyrights; and

(v) assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities listed above;

C. That the Court enter an order pursuant to 15 U.S.C. § 1116 and 17 U.S.C. § 503 impounding all counterfeit and infringing copies of purported Microsoft software and/or materials bearing any of Microsoft's trademarks or service marks, and any related item, including business records, that are in Defendants' possession or under their control;

D. That the Court enter an order declaring that Defendants hold in trust, as constructive trustees for the benefit of Microsoft, the illegal profits obtained from their distribution of counterfeit and infringing copies of Microsoft's software, and requiring Defendants to provide Microsoft a full and complete accounting of all amounts due and owing to Microsoft as a result of Defendants' unlawful activities;

E. That Defendants be required to pay all general, special, actual, and statutory damages which Microsoft has sustained, or will sustain, as a consequence of Defendants' unlawful acts, and that such damages be enhanced, doubled, or trebled as provided for by 17 U.S.C. § 504(c) and 15 U.S.C. § 1117(b);

F. That Defendants be required to pay to Microsoft both the costs of this action and the reasonable attorneys' fees incurred by Microsoft in prosecuting this action, as provided for by 15 U.S.C. § 1117 and 17 U.S.C. § 505; and

G. That the Court grant Microsoft such other, further, and additional relief as the Court deems just and equitable.

DATED this 22nd day of December, 2017.

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